# BOARD OF COUNTY COMMISSIONERS

## AGENDA ITEM SUMMARY

Meeting Date: 21 June 2006	Division:	Growth Management
Bulk Item: Yes X No	Department:	Marine Resources
		George Garrett
AGENDA ITEM WORDING: Approval of revision to Inter Local Agreeme Conservation Commission to assist in the product the storms of 2005.	ent between Monroe Co cess of removing marin	ounty and the Florida Fish and Wildlife e debris resulting from Hurricane Wilma
At the April BOCC meeting the Board approve and Wildlife Conservation Commission (FWC in the removal of marine debris resulting from attorneys recommended changes to the Agreem now been reviewed and approved by the County PREVIOUS RELEVANT BOCC ACTION: April 2005 – Approval of an Inter Local Agreem CONTRACT/AGREEMENT CHANGES:	and formerly the Marir Hurricane Wilma and lent after the approval of Attorney and are back	other storms of the 2005 season. FWC
Revisions to contract language – no change in so STAFF RECOMMENDATIONS; Approval	cope or funding	
TOTAL COST:nte \$2,250 /week		<b>D</b> : Yes X No
REVENUE PRODUCING: Yes		OF FUNDS:County / FEMA  Oer MonthYear
APPROVED BY: County Atty X O  DIVISION DIRECTOR APPROVAL: Ty	MB/Purchasing X  Symroski, Director of G	Risk Management X.
<b>DOCUMENTATION:</b> Included X No		*
DISPOSITION:	AGE	NDA ITEM NO.:

## MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

		CONTRA	CT SUMMARY		
Contract with:	FWC		Contract #		
			Effective Date:	6/21/2006	
			Expiration Date:	9/30/2006	
Contract Purpos Interlocal agr Hurricane Wi	eement with 1	he Florida Fish	and Wildlife Con	servation Commission for	
Contract Manag	<u>~</u>	Garrett	2507	Marine Resources / 11	
	(Na	me)	(Ext.)	(Department/Stop #)	
for BOCC meeti	ng on 💪 -	21-06	Agenda Deadline	:	
		CONTEN			
		CONTR	ACT COSTS		
Total Dollar Value of Contract: \$ 27,000       Current Year Portion: \$ 27,000 nte         Budgeted? Yes∑       No ☐ Account Codes: 125-0459105-530340-       -         Grant: \$ 0       -       -         County Match: \$ 27,000 nte       -       -					
ADDITIONAL COSTS Estimated Ongoing Costs: \$NA/s					
Estimated Ongoing Costs: \$NA/yr For: NA (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)					
		CONTRA	ACT REVIEW		
Division Director	Date In	Changes Needed Yes□ No⊅	Re	Date Out viewer 6/14/06	
Risk Managemen	t 6400	Yes No	M Slav	Or 6906	
O.M.B./Purchasii	ig	Yes No	Augh	20 30 polls 6/12/96	
County Attorney	10/8/110	Yes No	SANTE	6/8/01	
Comments:		er- a ba			
				I .	

OMB Form Revised 2/27/01 MCP #2

#### **INTERLOCAL AGREEMENT**

THIS INTERLOCAL AGREEMENT entered into this	day of	, 2006
between Monroe County, a political subdivision of the State		
and the Florida Fish and Wildlife Conservation Commission (	hereinafter FWC), a State	agency.

#### WITNESSETH:

COUNTY and FWC desire to enter into an agreement to provide the terms for joint participation in a project to clean-up marine debris, lobster and stone crab traps, and lost or abandoned vessels.

Due to Hurricane Wilma and prior storms in the 2005 Hurricane season, considerable debris exists in canals and near-shore waters of the Florida Keys. Lobster and stone crab traps have been storm strewn on the shallow flats area surrounding the Keys and 350 to 400 vessels have been lost or abandoned as a result of the storms. The County has a responsibility to its citizens and to visitors to the Florida Keys to provide protection from threats to life / safety. As all of the debris, traps, or vessels pose an immediate or potential future threat to life / safety, the County has begun a process to clean up as much of these materials as possible. FWC, as a duly authorized law enforcement agency for the State of Florida and as the agency with principal responsibility for marine safety for the State has agreed to assist the County in the clean-up effort. FWC also has principal responsibility for the identifying abandoned or derelict vessels under the Florida Statutes. Considerable work has already been completed by both the County and FWC in preparation for removal of debris, traps, and vessels, under what is termed the Hurricane Wilma Marine Debris Removal Program (HWMDRP).

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed between COUNTY and FWC as follows:

#### Section 1. FWC agrees to:

- 1. Authorize removal of specific vessels / marine debris/ traps which have not yet been documented by the Hurricane Wilma Marine Debris Removal Program (HWMDRP).
- 2. Document and photograph all vessels / marine debris which are authorized to be removed which have not yet been documented by the HWMDRP.
- 3. Insure that all vessels / marine debris which are to be removed and destroyed are documented and the owners are given due process under Florida Statutes. Mark all vessels / marine debris for which due process has been provided to the owners.
- 4. Insure that all documentation and photographic evidence from officers are returned to and maintained by the responsible officer in charge of the HWMDRP effort, Officer Dave Dipre.
- 5. Maintain, through the life of this project, an officer in charge to be responsible for oversight of the project and to retain copies of all documentation required by this agreement.

 Officer Dave Dipre shall be the initial officer in charge and, if at any time FWC changes said responsibility to another officer, FWC shall notify COUNTY of said changes.

### Section 2. COUNTY agrees, upon receipt of appropriate documentation, to:

- 1. Reimburse FWC pursuant to the Local Government Prompt Payment Act for time and expense in the following amounts, not to exceed \$2,250 per week without modification of this agreement:
  - a. Hourly rate per officer: \$35.00 per hour
  - b. Hourly rate for State patrol vessel: \$32.40 per engine/ per hour of operation
  - c. Insurance rider for the State patrol vessels from agency of County's choice providing coverage for the vessel and personal injury
  - d. Private vessel: \$30.00 / hour (single engine), \$50.00 / hour (twin engine)
  - e. State patrol vehicle w/ officer's hourly rate included: \$40.00

#### Section 3. BOTH PARTIES agree that:

1. They will work together cooperatively and to share information as necessary to carry out the Hurricane Wilma Marine Debris Removal Program efficiently and cost effectively.

Section 4. **RECORDS – ACCESS AND AUDITS**. Both Parties shall maintain adequate and complete records for a period of four years after termination of this Agreement. Each Party, its officers, employees, agents and contractors shall have access to the Other Party's books, records, and documents related to this Agreement upon request. The access to and inspection of such books, records, and documents by the Parties shall occur at any reasonable time.

Section 5. **RELATIONSHIP OF PARTIES**. The Parties are independent of each other and shall at no time be legally responsible for any negligence on the part of the Other Party, its employees, agents or volunteers resulting in either bodily or personal injury or property damage to any individual, property or corporation.

Section 6. **TAXES**. The Parties are not subject to taxes and assessments.

Section 7. **INSURANCE**. The parties to this agreement stipulate that each is a state governmental agency as defined by Florida Statutes and represents to the other that it has purchased suitable Public Liability, Vehicle Liability, and Workers' Compensation insurance, or is self-insured, in amounts adequate to respond to any and all claims under federal or state actions for civil rights violations, which are not limited by Florida Statutes Section 768.28 and Chapter 440, as well as any and all claims within the limitations of Florida Statutes 768.28 and Chapter 440, as well as any and all claims within the limitations of Florida Statutes arising out of the activities governed by this agreement.

To the extent allowed by law, each party shall be responsible for any acts of negligence on the part of its employees, agents, contractors, and subcontractors.

Each party agrees to keep in full force and effect the required insurance coverage during the term of this Agreement. If the insurance policies originally purchased which meet the requirements of this agreement are canceled, terminated or reduced in coverage, then the respective party must immediately substitute complying policies so that no gap in coverage occurs. Copies of current policy certificates shall be filed with the Other Party whenever acquired or amended.

Section 8. **HOLD HARMLESS**. To the extent allowed by law, the FWC is liable for and must fully defend, release, discharge, indemnify and hold harmless the COUNTY, the members of the County Commission, County officers and employees, County agents and contractors, from and against any and all claims, demands, causes of action, losses, costs and expenses of whatever type - including investigation and witness costs and expenses and attorneys' fees and costs - that arise out of or are attributable to the FWC's operations on the premises except for those claims, demands, damages, liabilities, actions, causes of action, losses, costs and expenses that are the result of the sole negligence of the COUNTY. The FWC's purchase of the insurance required under this Agreement does not release or vitiate its obligations under this paragraph. FWC does not waive any of its sovereign immunity rights including but not limited to those expressed in Section 768.28, Florida Statutes.

To the extent allowed by law, the COUNTY is liable for and must fully defend, release, discharge, indemnify and hold harmless the FWC, its officers and employees, agents and contractors, from and against any and all claims, demands, causes of action, losses, costs and expenses of whatever type - including investigation and witness costs and expenses and attorneys' fees and costs - that arise out of or are attributable to the COUNTY's operations on the premises except for those claims, demands, damages, liabilities, actions, causes of action, losses, costs and expenses that are the result of the sole negligence of the FWC. The COUNTY's purchase of the insurance required under this Agreement does not release or vitiate its obligations under this paragraph. COUNTY does not waive any of its sovereign immunity rights including but not limited to those expressed in Section 768.28, Florida Statutes.

Section 9. **NON-DISCRIMINATION**. The FWC and the COUNTY, each for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of premises or in the contracting for improvements to the premises. COUNTY and FWC agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. COUNTY AND FWC agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-

1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patent records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note), as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code Ch. 13, Art. VI, prohibiting discrimination on the bases of race, color, sex, religion, disability, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; and 11) any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

- Section 10. **ASSIGNMENT**. The FWC may not assign this Agreement or assign or subcontract any of its obligations under this Agreement without the approval of the COUNTY's Board of County Commissioners. All the obligations of this Agreement will extend to and bind the legal representatives, successors and assigns of the FWC and the COUNTY.
- Section 11. **SUBORDINATION**. This Agreement is subordinate to the laws and regulations of the United States, the State of Florida, and the COUNTY, whether in effect on commencement of this lease or adopted after that date.
- Section 12. **INCONSISTENCY**. If any item, condition or obligation of this Agreement is in conflict with other items in this Agreement, the inconsistencies shall be construed so as to give meaning to those terms which limit the County's responsibility and liability.
- Section 13. **GOVERNING LAWS/VENUE**. This Agreement is governed by the laws of the State of Florida and the United States. Venue for any dispute arising under this Agreement must be in Monroe County, Florida. In the event of any litigation, the prevailing party is entitled to a reasonable attorney's fee and costs.
- Section 14. **ETHICS CLAUSE**. FWC warrants that it has not employed, retained or otherwise had act on its behalf any former County officer or employee subject to the prohibition of Section 2 of ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 010-1990. For breach or violation of this provision, the COUNTY may, in its discretion, terminate this Lease without liability and may also, in its discretion, deduct from the Lease or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift or consideration paid to the former County officer or employee.

Section 15. **CONSTRUCTION**. This Agreement has been carefully reviewed by the FWC and the COUNTY. Therefore, this Agreement is not to be construed against any party on the basis of authorship.

Section 16. **NOTICES**. Notices in this Agreement, unless otherwise specified, must be sent by certified mail to the following:

COUNTY: FWC:

George Garrett Officer David Dipre

Marine Resources Fish & Wildlife Commission

2798 Overseas Highway 2796 Overseas Highway

Marathon FL 33050 Marathon FL 33050

#### Section 17. TERMINATION.

Either party may terminate this Agreement by giving written notice to the other party specifying the termination date, by certified mail, return receipt requested, at least 30 days prior to the termination date specified in the notice.

Section 18. **JURY TRIAL WAIVER.** As consideration of this Agreement, the parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of or in any way connected with this Agreement.

Section 19. **FULL UNDERSTANDING**. This Agreement is the parties' final mutual understanding. It replaces any earlier agreements or understandings, whether written or oral. This Agreement cannot be modified or replaced except by another written and signed agreement.

- Section 20. **This Interlocal Agreement** constitutes the entire agreement between the parties and may not be modified except by written instrument executed by both parties.
- Section 21. **This Interlocal Agreement** shall take effect when executed by both parties and remain in effect until completion of both parties' obligations under Sections 1-3.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first written above.

		BOARD OF COUNTY COMMISSIONERS MONROE COUNTY, FLORIDA
(SEAL)	DANDEL KOLUACE	BY:MAYOR/CHAIR PERSON
ATTEST:	DANNY L. KOLHAGE	, CLERK
BY:	DEPUTY CLERK	BY: ATTORNEY'S OFFICE
		FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
		BY: DESIGNATED SIGNATORY
		APPROVED as to form and legality:
		FWC Attorney

#### Victores-Carlos

From:

Hutton-Suzanne

Sent:

Wednesday, June 07, 2006 8:14 AM

To:

Victores-Carlos

Subject: RE:

Ch. 163, FS, Particularly Section 163.01(4) & subsection (5).

From: Victores-Carlos

Sent: Wednesday, June 07, 2006 8:06 AM

To: Hutton-Suzanne

Subject:

I have been informed that it is not required for the county to go out for bid when entering into a contract with another state agency or municipality. Is this true and if so where can I obtain written documentation. I have searched the Florida Statutes website but I didn't find anything related. Please help. Thanks.

Carlos Victores

Supervisor

Purchasing Dept.

Phone: (305) 292-4466

Fax: (305) 292-4465

June 07, 2006 6 Home Select Year: 2005 Session Committees Senators The 2005 Florida Statutes Information Center Title XI Chapter 163 INTERGOVERNMENTAL Statutes & Constitution COUNTY ORGANIZATION AND INTERGOVERNMENTAL RELATIONS **PROGRAMS** Lobbyist Information 163.01 Florida Interlocal Cooperation Act of 1969.--Jump To Bill 2006 (1) This section shall be known and may be cited as the "Florida Interlocal Cooperat Session: 1969."

Search Bill Text
Session: 2006

Senate 🐇

Bill #:

Chamber:

Go

(2) It is the purpose of this section to permit local governmental units to make the use of their powers by enabling them to cooperate with other localities on a basis of advantage and thereby to provide services and facilities in a manner and pursuant to governmental organization that will accord best with geographic, economic, popular factors influencing the needs and development of local communities.

Search

(3) As used in this section:

Search Statutes

(a) "Interlocal agreement" means an agreement entered into pursuant to this sectio

Year: 2005 Search

(b) "Public agency" means a political subdivision, agency, or officer of this state or the United States, including, but not limited to, state government, county, city, sch single and multipurpose special district, single and multipurpose public authority, m consolidated government, an independently elected county officer, any agency of tl States Government, a federally recognized Native American tribe, and any similar e other state of the United States.

Enter Your Zip+4 Code:

Find Your Legislators

Go ?

- (c) "State" means a state of the United States.
- (d) "Electric project" means:
- Get Acrobat
  Reader

  Windows
  MediaPlayer

  myflorida.com

  myflorida.nouse.gov
- 1. Any plant, works, system, facilities, and real property and personal property of  $\epsilon$  whatsoever, together with all parts thereof and appurtenances thereto, which is loc without the state and which is used or useful in the generation, production, transmi purchase, sale, exchange, or interchange of electric capacity and energy, including property for the acquisition, extraction, conversion, transportation, storage, reproc disposal of fuel and other materials of any kind for any such purposes.
- 2. Any interest in, or right to, the use, services, output, or capacity of any such pla system, or facilities.
- 3. Any study to determine the feasibility or costs of any of the foregoing, including,

http://www.flsenate.gov/Statutes/index.cfm?App\_mode=Display\_Statute&Search\_String=&... 6/7/2006

limited to, engineering, legal, financial, and other services necessary or appropriate the legality and financial and engineering feasibility of any project referred to in su or subparagraph 2.

- (e) "Person" means:
- 1. Any natural person;
- 2. The United States; any state; any municipality, political subdivision, or municipal created by or pursuant to the laws of the United States or any state; or any board, cother entity or body declared by or pursuant to the laws of the United States or any department, agency, or instrumentality thereof;
- 3. Any corporation, not-for-profit corporation, firm, partnership, cooperative assoc cooperative, or business trust of any nature whatsoever which is organized and exist laws of the United States or any state; or
- 4. Any foreign country; any political subdivision or governmental unit of a foreign corporation, not-for-profit corporation, firm, partnership, cooperative association, cooperative, or business trust of any nature whatsoever which is organized and exist laws of a foreign country or of a political subdivision or governmental unit thereof.
- (f) "Electric utility" has the same meaning as in s. 361.11(2).
- (g) "Foreign public utility" means any person whose principal location or principal plis not located within this state; who owns, maintains, or operates facilities for the g transmission, or distribution of electrical energy; and who supplies electricity to ret customers, or both, on a continuous, reliable, and dependable basis. "Foreign public means any affiliate or subsidiary of such person, the business of which is limited to or transmission, or both, of electrical energy and activities reasonably incidental the
- (h) "Local government liability pool" means a reciprocal insurer as defined in s. 629 self-insurance program created pursuant to s. 768.28(16), formed and controlled by municipalities of this state to provide liability insurance coverage for counties, mun other public agencies of this state, which pool may contract with other parties for t providing claims administration, processing, accounting, and other administrative fa
- (4) A public agency of this state may exercise jointly with any other public agency cany other state, or of the United States Government any power, privilege, or author agencies share in common and which each might exercise separately.
- (5) A joint exercise of power pursuant to this section shall be made by contract in t interlocal agreement, which may provide for:
- (a) The purpose of such interlocal agreement or the power to be exercised and the which the purpose will be accomplished or the manner in which the power will be e.
- (b) The duration of the interlocal agreement and the method by which it may be re terminated by any participating public agency prior to the stated date of terminatio
- (c) The precise organization, composition, and nature of any separate legal or admientity created thereby with the powers designated thereto, if such entity may be le
- (d) The manner in which the parties to an interlocal agreement will provide from the financial support for the purpose set forth in the interlocal agreement; payment